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COPY

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January 31, 1984

Hon. Reginald Stanton  
Superior Court of New Jersey  
Court House  
Morristown, New Jersey 07960

Re: State of New Jersey, Department of Environmental Protection  
v. Scientific Chemical Processing, Inc.  
Docket No. L-1852-83E

Dear Judge Stanton:

I enclose, in response to the Motion of the plaintiff that is returnable on February 10, 1984, the original and copy of the certification of George Terpak, Jr. A copy has been sent to each of the persons shown below.

Yours truly,

Edward J. Egan

EJE/rq

Encls.

cc: Presto & Barbire, Esqs.  
Leif R. Sigmond  
Harriet Simms Harvey, Esq.  
Mr. Herbert G. Case  
David W. Reger,  
Deputy Attorney General

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Attorney for Inmar Associates, Inc.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
ESSEX COUNTY  
DOCKET NO. C-1852-83E

STATE OF NEW JERSEY, DEPARTMENT )  
OF ENVIRONMENTAL PROTECTION, )

Plaintiffs, )

v. )

SCIENTIFIC CHEMICAL PROCESSING, )  
INC., a Corporation, et al., )

Plaintiffs. )

Civil Action

CERTIFICATION

I, George Terpak, Jr., of full age, do hereby certify as follows:

1. I am overseeing on behalf of Inmar Associates, Inc. the cleanup operations at the site in Carlstadt owned by Inmar. I have been doing so since the Court ordered Inmar to remove the material and equipment left by Scientific Chemical Processing, Inc.

2. I participated in the selection of S & W Waste, Inc. to do the sampling and testing work after interviewing and speaking with at least ten companies who seemed to have some experience in the field or who expressed interest in undertaking the work.

3. S&W was finally selected after we consulted with the Department of Environmental Protection. The DEP didn't object to S&W and seemed satisfied that we had picked S&W.

4. S&W started sampling and indicated they did not need a written contract. That suited Inmar in the sense that Inmar wanted to make sure the work was done and to keep some control over the costs since the job was to be done on a cost plus basis. When the DEP declined to sign emergency manifests that would permit the material to leave the site and indicated S&W was the

logical choice, S&W balked and began insisting on a written contract. After much discussion, one was finally signed between Inmar and S&W. A copy has been supplied to Mr. Reger.

5. Regrettably, S&W has not worked as fast as Inmar wanted. There have been numerous delays on S&W's part that frankly I do not understand. Inmar wants this site cleaned as soon as possible since in its present state it presents only problems for it. The economics obviously work to Inmar's benefit if the project is completed sooner rather than later.

6. With persistence I have kept after S&W to finish the sampling and testing. The sampling is finished and the testing is 90% complete.

7. The material in the tanks, tankwagons, and drums on the site is primarily washed paint sludge which I am informed is not overly hazardous. The material is in most instances overlain with a layer of water.

8. I have been actively speaking with other contractors for the removal stage. One contractor has taken samples and is expected to respond by February 14, 1984 with an answer as to whether it can handle the material.

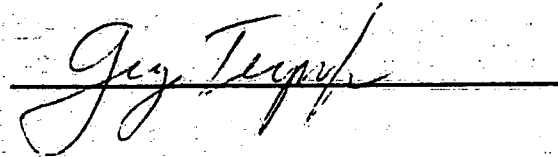
9. As to the drums which number approximately 110, S&W was to apply to the DEP for permission to remove them to S&W's site at Kearny, New Jersey for processing. S&W has assured me it is in the process of obtaining the DEP's permission.

10. The water layers are to be removed when the contractor which has taken the samples assures itself that it can handle the water. The water is not frozen can be removed even while the weather is cold.

11. The sludge removal presents problems that must be solved on a tank by tank basis because of the weather and the different viscosity of the material. I am optimistic that once the material is completely identified that one of the contractors will be able to develop a removal plan for the sludge.

12. In addition to the above activity, a list of generators of the material has been put together with the assistance of Herbert G. Case and Mack Barnes. Notices have been sent advising these persons and companies to remove their waste and that, upon failure to do so, Inmar may look to them for costs. Responses have been spotty and generally unhelpful although one or two companies have indicated a willingness to participate. Inmar is continuing to pursue this avenue of having the waste removed but is not halting its activities in the meantime.

Dated: January 31, 1984

A handwritten signature in cursive script, reading "Jay Teeple", is written over a horizontal line.

January 19, 1984

State of New Jersey  
Department of Law and Public Safety  
Division of Law  
Environmental Protection Section  
Richard J. Hughes Justice Complex  
CN 112  
Trenton, N.J. 08625

Attn: Mr. David W. Reger, Deputy Attorney General

Re: State of New Jersey (D.E.P.) vs.  
Scientific Chemical Processing.

Dear Mr. Reger:

In accordance with our telephone conversation of January 19, 1984, I enclose for your review the following documents:

- A. Letter dated December 6, 1983 which was my transmittal letter to you which you contend was not received.
- B. Check numbered 1311 in the sum of \$19,725.00 made payable to Dominick Presto and dated September 2, 1982. This check was deposited in a partnership known as Presto Grella Enterprises and the proceeds from this check represented Mr. Presto's twenty-five (25%) per cent partnership interest in G.P.S. Associates.
- C. Copies of Grella Presto bank statements and deposit slip showing the deposit of Mr. Presto's G.P.S. share into Grella Presto Enterprise.
- D. Copy of G.P.S. Partnership Agreement showing Mr. Presto's twenty-five (25%) per cent share.